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No. 10] NEW DELHI, SATURDAY, MARCH 11, 1978 (PHALGUNA 20, 1899)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a Separate Compilation.

भाग III—खण्ड ३

[PART III—SECTION 3]

लघु प्रशासनों से सम्बन्धित अधिसूचनाएं

Notifications relating to Minor Administrations

UNION TERRITORY OF DADRA AND NAGAR HAVELI

Administration of
Dadra and Nagar Haveli,

Silvassa, the 18th February 1978

No. ADM/LAW/COOP/215(III)/(8)/78.—The following draft amendments to the Dadra and Nagar Haveli Loans to Co-operative Societies Rules 1966, proposes to make in exercise of the powers conferred by Sub-Section (1) of Section 168 of the Gujarat Co-operative Societies Act, 1961 (No.X of 1962) as extended to the Union Territory of Dadra and Nagar Haveli are published as required vide sub-section (3) of section 168 of the said Act for the information of persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after one month from the date of publication in the Government of India's Gazette;

Any objections or suggestion which may be received from any person with respect to the said draft amendments within the period specified will be taken into consideration by the Administrator, Dadra and Nagar Haveli, Silvassa.

DRAFT AMENDMENTS

1. SHORT TITLE AND COMMENCEMENT:

These rules may be called the Dadra and Nagar Haveli Loans to Cooperative Societies amendments Rules, 1978.

2. Appendix-B prescribed under Rule 10 of the Dadra and Nagar Haveli Loans to Cooperative Societies Rules 1966 (hereinafter called as the principal Rules) shall be revised as appended herewith.

By order of the Administrator,

JANAK JUNEJA,
Secretary to the Administrator,
Dadra and Nagar Haveli,
Silvassa.

APPENDIX B

THIS DEED made on the _____ of _____ one thousand nine hundred and seventy _____ between _____ registered under No. _____ dated _____ under Gujarat Cooperative Societies Act, 1961 as extended to this Union Territory of Dadra and Nagar Haveli with its registered office at _____ hereafter called "The Loanee, which expression where the context so admits shall be deemed to include their successors and assignor on the one part, and the President of India represented by the Collector, Dadra and Nagar Haveli (hereinafter referred to as the Creditor) which expression shall include where the context so admits his successors in office and assignees on the other part.

Whereas the Loanee has applied to the Collector, Dadra and Nagar Haveli for a loan of Rs. _____ (in figures) Rupees _____ for the purpose of Working Capital Loan, under the Dadra and Nagar Haveli Loans to Cooperative Societies, Rules, 1966 (hereinafter called "the rules") as amended from time to time.

And whereas the Collector Dadra and Nagar Haveli has sanctioned the loan of Rs. _____ (in figures) Rupees _____ (in words) to the Loanee for above subject to the terms and conditions contained in the Rules and also those hereinafter appearing, to which the loanee agrees:—

NOW THIS DEED WITNESSEE AS FOLLOWS:—

1. In consideration of the Loan of Rs. _____ (in figures) _____ (in words) advanced to the Loanee, the receipt of which the loanee do hereby grant, convey and assign unto the creditor that properly mentioned and described in the scheduled hereinafter written, together with all assets movable and immovable that may be acquired by the Loanee from time to time to the Intent that they shall remain and be charged as security for the due diligent payment of the loan amount with interest and cost, if any, and

for the compliance with the terms and conditions hereinafter contained and the creditor shall have a first charge over the same irrespective of the fact that the loanee shall have created any other charge on its assets.

2. The loan will carry interest, at the rate as prescribed by Ministry of Finance from time to time. A rebate of in the interest rate will be admissible for timely repayment of principal and/or interest on loans. In the event of default in the payment of loans and or payments of interest thereon, interest at the penal rate would be chargeable on all overdue instalments.

3. The loanee shall repay the loan amount with interest thereon in 15 equal instalments of Rs. _____ each, the first instalment being repayable on _____ and subsequent instalments be paid on corresponding dates of the succeeding years.

4. The loanee shall deposit the loan amount in a Cooperative Bank, scheduled Bank or Postal Saving Bank approved by the Registrar, Coop. Societies, Dadra and Nagar Haveli, Silvassa/Collector, Dadra and Nagar Haveli, Silvassa. The amount so deposited shall be withdrawn only with the previous sanction of the Collector, Dadra and Nagar Haveli, Silvassa/The Registrar, C.S., D&N.H., Silvassa.

5. The loanee shall utilise the loan amount only for the purpose for which the same is granted.

6. The Loanees hereby assures the Creditor that the properties/assets hereby charged are free from any encumbrance or charge of whatever description and that they are not subject to any attachment or restraint of alienation.

7. During the continuance of this Deed, the Loanees shall not sell, let, lease or create lien or charge by way of Hypothecation, pledge or otherwise create encumbrance of any kind whatever in respect of the properties/assets hereby charged without obtaining the previous consent in writing of the Creditor.

8. The buildings, properties, and machinery of the loanee mentioned and described in schedule hereunder written or to be purchased hereafter shall be insured against fire at the cost of the Loanees.

9. The Loanees hereby assures the Creditor that the properties/assets hereby charged are owned by the Loanees and that they are in absolute and in undisputed possession and enjoyment of the Loanees.

10. All the terms and conditions contained in the Rules shall be binding on the Loanees and the loanee shall fully abide by them.

11. In case the Loanees commits breach of all or any of the provisions contained, the entire loan amount outstanding together with interest and cost, if any shall immediately

become payable in a lump sum at once and the loanee shall pay the same. In case of default of such payment Creditor shall have power to proceed against all the property of the loanee to recover such sums.

12. In case of Agricultural Credit Societies, the society will have to take declarations as per section 49 of the Gujarat Cooperative Societies Act, 1961.

13. Without prejudice to the powers of the Creditor under the preceding clause, all sums found due to the Creditor under or by virtue of these presents shall be recoverable from the Loanees and to Loanees's properties/assets movable as if such sums are arrears of land revenue or in such other manner as the Creditor may deem fit.

14. The Chairman, Secretary and two committee members of the society (designation and Name) have been authorised to execute this deed of the society in favour of Collector Dadra and Nagar Haveli, Silvassa being Creditor for and on behalf of the Loanees under Resolution No. (Authority) dated

(IN WITNESSES WHEREOF THE parties here to have signed and sealed of this deed on the day first above written.)
(Properties as shown in the enclosed Balance Sheet dated _____).

Schedule above referred to details of assets).
Signed, sealed and delivered by

1. _____ 1. _____ (Chairman)
(M. C. Member)

2. _____ 2. _____ (Secretary)
(M. C. Member)

Collector,
Dadra and Nagar Haveli,
Silvassa.

Silvassa, the 24th February 1978

No. ADM/LAW/CR-160(9)/78.—In continuation to this Administration's Notification No. ADM/LAW/298(III)/26/77 dated 10-8-77 and in exercise of the powers conferred by section 24(2) of the Code of Criminal Procedure, 1973 (No. 2 of 1974), the Administrator, Dadra and Nagar Haveli hereby extends the period of appointment of Shri S. G. Kapadia as Public Prosecutor upto 28-2-79.

By order of the Administrator,

JANAK JUNEJA,
Secretary to the Administrator,
Dadra and Nagar Haveli,
Silvassa.